

Agreement on accession to Escrow Agreement Deposix

On the one hand:

(1) **BSP Energy Exchange LL C**, a company organised and existing under the laws of Republic of Slovenia, having its registered office at Dunajska cesta 156, 1000 Ljubljana, Slovenia, and registered with the district court of Ljubljana under the number 3327124000 and VAT n° SI37748661, hereinafter referred to as "**BSP**";

and

(2) **CROATIAN POWER EXCHANGE Ltd.**, a company organised and existing under the laws of Republic of Croatia, having its registered office at Slavonska avenija 6/A, 10000 Zagreb, Croatia, and registered with the commercial register at the commercial court of Zagreb under the number 080914267 and VAT n° HR14645347149, hereinafter referred to as "**CROPEX**";

and

(3) **Nord Pool European Market Coupling Operator AS**, a company organised and existing under the laws of Norway, having its registered office at Lilleakerveien 2 A, 0283 Oslo, Norway, and registered with the Register of Business Enterprises in Norway under the number 984 058 098 and VAT n° 984 058 098 MVA, hereinafter referred to as "**Nord Pool EMCO**";

and

(4) **EPEX Spot SE**, a European Company (Societas Europaea) organised and existing under the laws of France, having its registered office at 5 Boulevard Montmartre, 75002 Paris, France, and registered with the Commercial Register in Paris under the number 508 010 501 and VAT n° FR 10508010501, hereinafter referred to as "**EPEX Spot**";

and

(5) **Gestore dei Mercati Energetici S.P.A.**, a company organised and existing under the laws of Italy, having its registered office at Viale Maresciallo Pilsudski 122/124, Rome, Italy, and registered in the Companies' Register of Rome under the number RM 953866, under Italian tax code and VAT n° 06208031002, hereinafter referred to as "**GME**",

and

(6) **HELLENIC ENERGY EXCHANGE S.A.**, a company organised and existing under the laws of Greece, having its registered office at 110, Athinon Avenue, 10442, Athens, Greece, registered in the commercial register at General Commercial Registry under number 146698601000 and with V.A.T. number 801001623, hereinafter referred to as ("**HEEnEX**");

and

(7) **HUPX Hungarian Power Exchange Company Limited by Shares**, a company organised and existing under the laws of Hungary, having its registered office at 1134 Budapest, Dévai u. 26-28, Hungary, and registered with the commercial register of the Budapest metropolitan court under the number 01-10-045666 and VAT n° HU13967808, hereinafter referred to as "**HUPX Ltd.**";

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and

- (8) **Independent Bulgarian Energy Exchange**, a company organised and existing under the laws of Bulgaria, having its registered office at 19 Kniaz Alexander Dondukov blvd., Sofia, 1000, Bulgaria, and registered with the commercial register at Bulgarian registry agency under the number 202880940 and VAT n° BG202880940, hereinafter referred to as “**IBEX**”;

and

- (9) **OKTE a.s.**, a company incorporated under the laws of the Slovak republic, having its registered office at Mlynske nivy 48, 821 09 Bratislava, Slovak republic, registered with District Court Bratislava I, Section Sa, File No. 5087/B under the number 45 687 862 and VAT n° SK2023089728, hereinafter referred to as (“**OKTE**”);

and

- (10) **OMI, Polo Español, S.A.**, a company organised and existing under the laws of Spain, having its registered office at Alfonso XI n° 6, 4a planta, 28014 Madrid, Spain, and registered with the Commercial Register in Madrid under section 8, Hoja: M-506799 and VAT n° ESA86025558, hereinafter referred to as “**OMIE**”;

and

- (11) **Operatorul Pieței de Energie Electrică și de Gaze Naturale “OPCOM” S.A.**, a company organised and existing under the laws of Romania, having its registered office at 16-18 Bd. Hristo Botev, 3rd District, Bucharest, PC.030236, Romania, and registered with Bucharest Trade Registry under the number J40/7542/2000 and VAT n° RO13278352, hereinafter referred to as “**OPCOM**”;

and

- (12) **OTE a.s.**, a company organised and existing under the laws of Czech Republic, having its registered office at Sokolovská 192/79, 186 00 Prague, Czech Republic, and registered with the commercial register in municipal court of Prague, Section B 7260 under the number 26463318 and VAT n° CZ26463318, hereinafter referred to as “**OTE**”, OTE’s contract number: ██████;

and

- (13) **Towarowa Giełda Energii S.A.**, a company organised and existing under the laws of the Republic of Poland, having its registered office at Książęca 4, 00-498 Warszawa, Poland, and registered in the commercial register at National Court Register under the number 0000030144 and VAT n° PL5272266714, hereinafter referred to as “**TGE**”;

each of the parties (1) – (7) hereinafter individually being also referred to as the “**Licensee**” and collectively as the “**Licensees**”;

and on the other hand:

- (14) **Deposix Software Escrow GmbH**, a company organized and existing under the laws of Germany, having its registered office at Innere Wiener Str. 11a, D-81667 München, Germany, and registered in the Commercial Register Handelsregister HRB under the number 142266 and VAT n° DE221510123, hereinafter referred to as “**Deposix**”;

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and on the other hand:

- (15) **Deutsche Börse AG**, an Aktiengesellschaft (AG) organized and existing under the laws of Germany, having its registered office at Mergenthalerallee 61 65760 Eschborn, Germany, and registered in the Commercial Register Handelsregister HRB under Nr. 32232 and VAT n° DE 114151950, hereinafter referred to as “**DBAG**”;

and on the other hand:

- (16) **ETPA Holding B.V.**, a company organised and existing under the laws of the Netherlands, having its registered office at Arlandaweg 92, 1043 EX, Amsterdam, the Netherlands, and registered with chamber of commerce trade register under the number 63457431 and VAT n° NL 8552.89.685.B01 hereinafter referred to as “**New PX**”,

hereinafter individually being also referred to as a “**Party**” and collectively as the “**Parties**”.

Parties (1) to (13) are also referred to as the “**NEMOs**”.

Party (16) also referred to as as “**New NEMO**” .

WHEREAS:

- (1) On 1st of March 2015 the NEMOs and DBAG have entered into a license agreement under which DBAG has granted a license for amongst others the XBID Solution (the “**License Agreement**”);
- (2) The XBID Solution’s Source Code (including new releases which are to be deposited under Section 10.1 of the XBID-DSA License and necessary information on third party libraries used by the XBID Solution) of the XBID Solution has been deposited with Deposix pursuant to the escrow agreement entered into by the NEMOs, DBAG and Deposix on 1st of March 2015 (the “**Escrow Agreement**”);
- (3) New NEMO has acceded to the License Agreement and now wish to become a party to the Escrow Agreement under the same rights and conditions as those granted to NEMOs.

NOW THEREFORE THE PARTIES AGREE AS FOLLOWS:

Section 1. Accession to the Escrow Agreement

- 1.1 New NEMO declares to be fully aware of, to acknowledge and to accept the terms and conditions of the Escrow Agreement.
- 1.2 New NEMOs hereby expressly accede to the Escrow Agreement.

As of the date of entry into force of this Accession Agreement, the NEMOs, DBAG and Deposix hereby accept the accession by New NEMO to the Escrow Agreement and accept New NEMOs as a party to the Escrow Agreement under the same conditions as those granted to the NEMOs under the Escrow Agreement.

Section 2. Entry into force and termination

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The Accession Agreement shall enter into force, with retroactive effect, on 1st April 2023, provided it has been signed by all Parties. The Accession Agreement is entered into for the duration of the Escrow Agreement. For the avoidance of any doubt, should the Escrow Agreement be earlier terminated, the Accession Agreement shall be terminated accordingly.

Section 3. Miscellaneous

- 3.1 If one or more of the provisions of this Accession Agreement is declared to be invalid, illegal or unenforceable in any respect under any applicable rule of law or public policy, the validity, legality and enforceability of the remaining provisions contained herein shall not in any way be affected and these provisions shall remain in full force and effect as long as the economic or legal substance of this Accession Agreement is not affected in any material manner adverse to any Party. In such event, the Parties shall immediately and in good faith negotiate a legally valid replacement provision with the same economic effect.
- 3.2 Parties may not assign or transfer this Accession Agreement, partially or as a whole.
- 3.3 This Accession Agreement is governed by and construed in accordance with the laws of Germany.
- 3.4 Any dispute arising out of or in connection with this Accession Agreement shall be settled in accordance with the Escrow Agreement.
- 3.5 The Parties are aware of the fact that OTE, irrespective of the law otherwise applicable to this Accession Agreement, has a national legal obligation within the meaning of Section 2 (1) of the Czech Act No. 340/2015 Coll. on special conditions for the effectiveness of certain contracts, the contract publishing and on the register of contracts, as amended (hereinafter the **“Act on Register of Contracts”**) according to which this Accession Agreement shall only come into effect in relation to the rights and obligations of OTE subject to the prior publication of this Accession Agreement in the national contract registry of the Czech Republic. All Parties hereby acknowledge this publication obligation for OTE and accept that the validity and effectiveness of this Accession Agreement with respect to OTE is subject to fulfilment of the abovementioned publication obligation whereas the validity and effectiveness of this Accession Agreement between the other Parties remains unaffected by this condition. OTE commits to comply with this publication obligation without delay, but within thirty (30) days from the date hereof at the latest, and to inform all Parties, without any delay, of the fulfilment thereof. In case that OTE does not comply with this publication obligation, any other Party is entitled to ensure the publication of this Accession Agreement in accordance with Section 5 (2) of the Act on Register of Contracts.

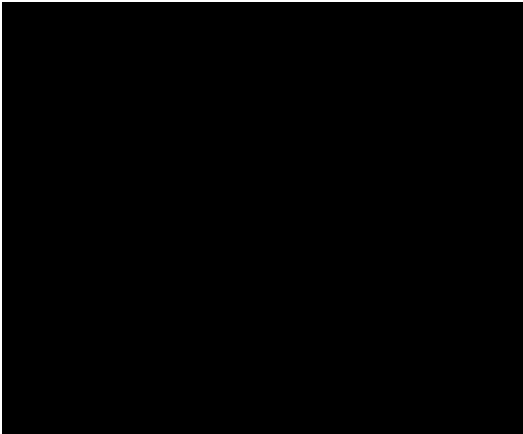
No Confidential Information shall be disclosed during the course of complying with such publication obligation, including by redacting all such Confidential Information from any materials or documents.

In witness thereof, the Parties have caused their duly authorised representatives to execute the present Accession Agreement in sixteen (16) original copies and each Party acknowledges having received its original copy.

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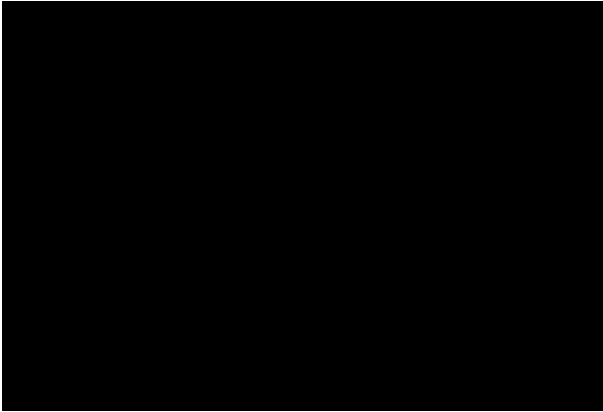
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SIGNATORY PAGE – CROPEX



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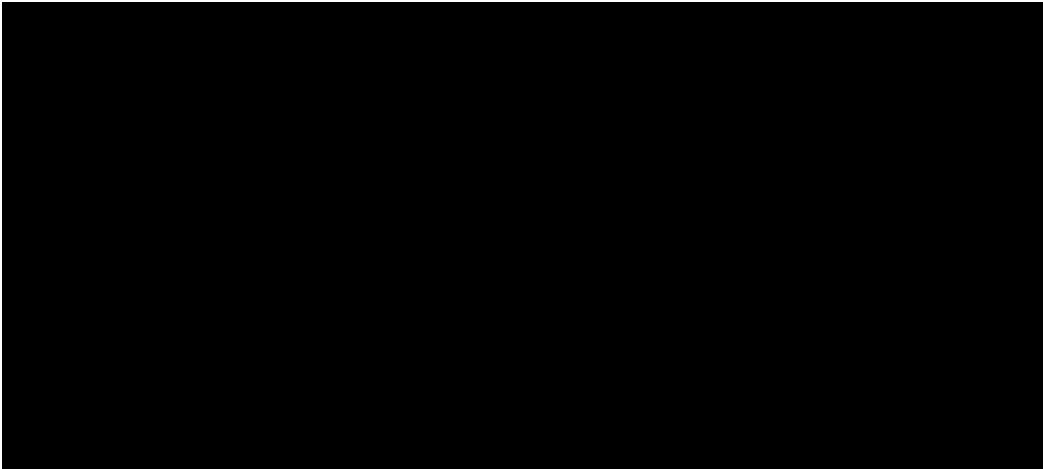
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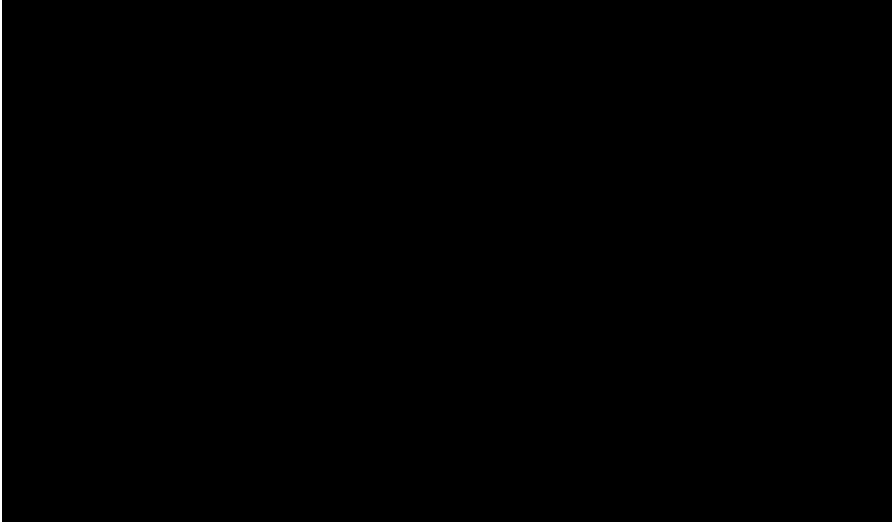
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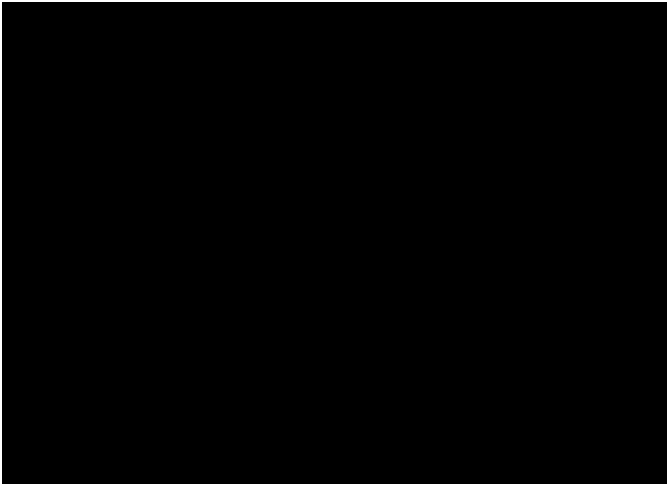
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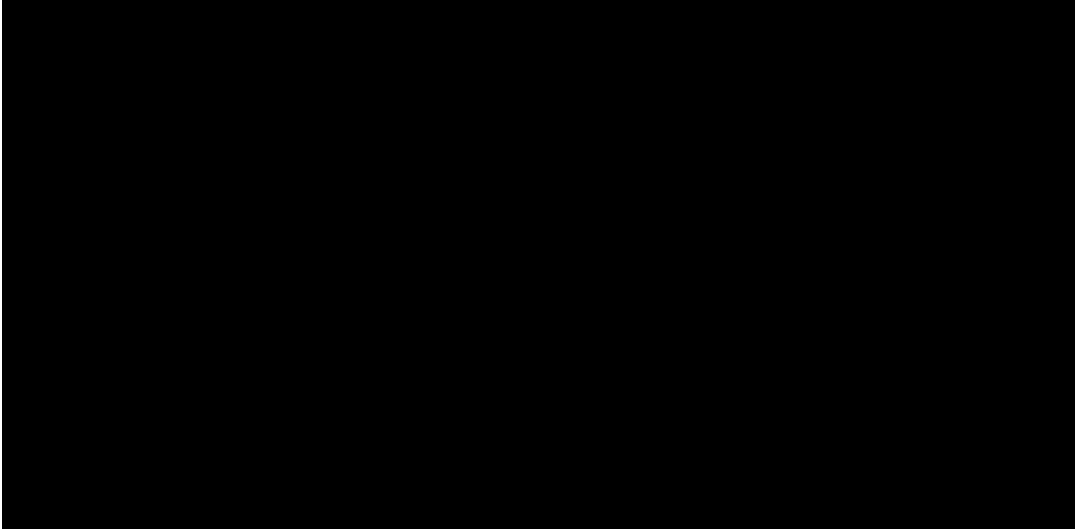
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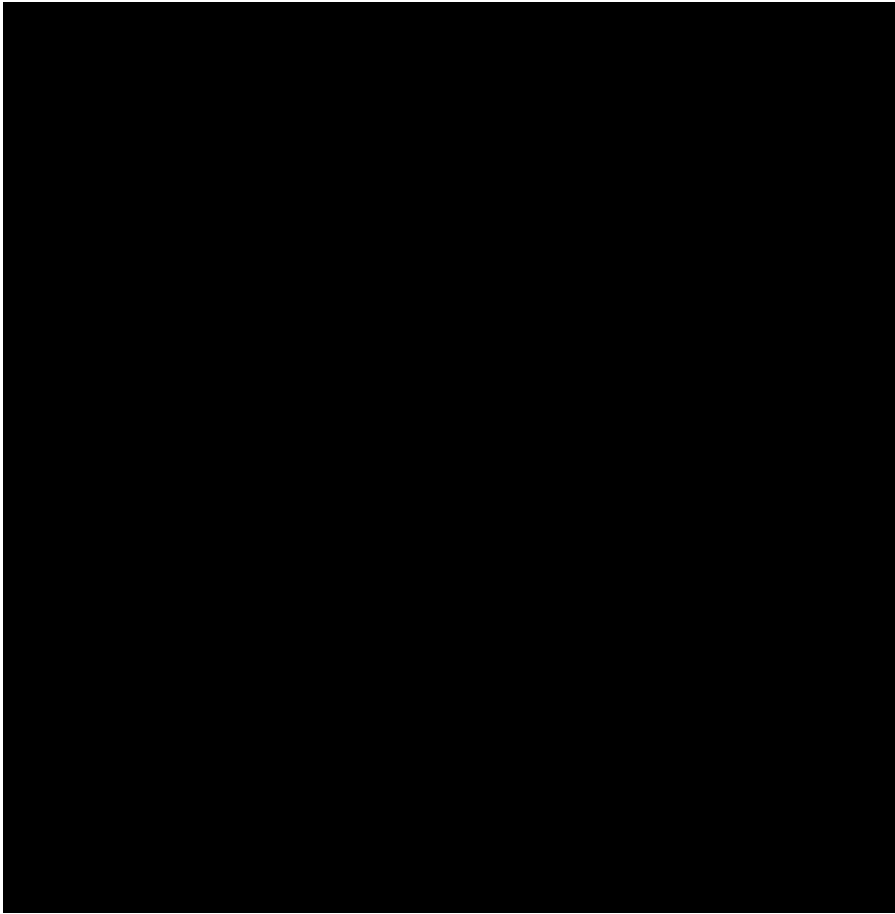
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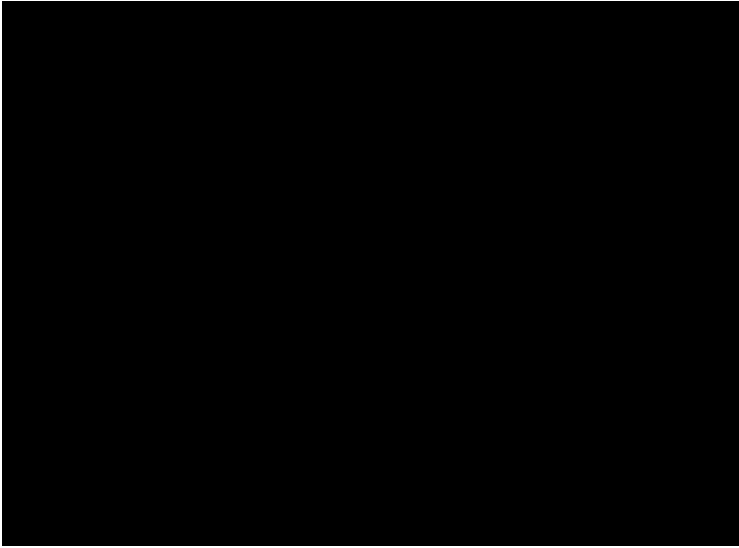
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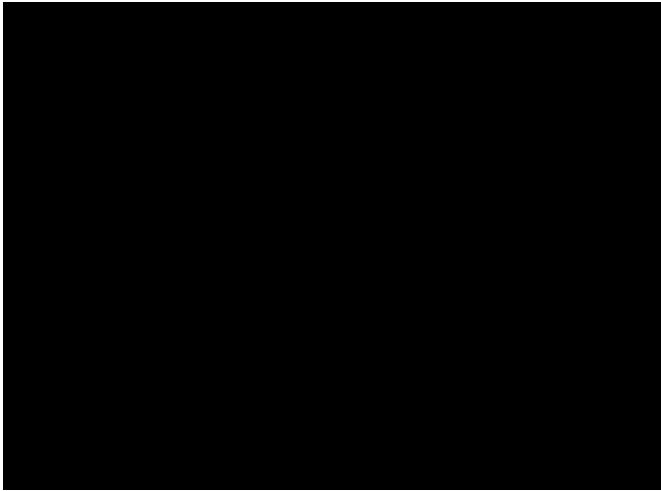
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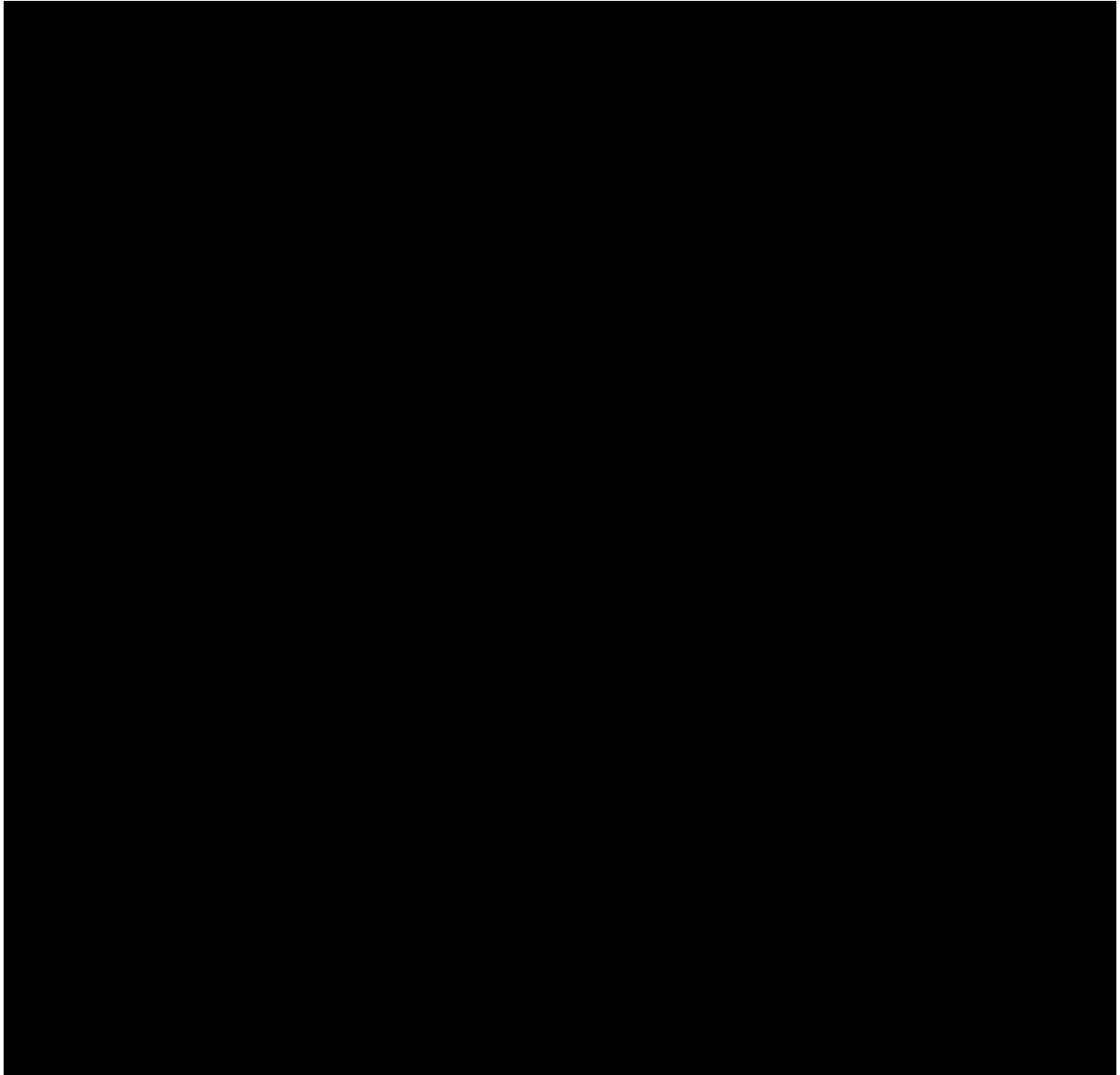
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SIGNATORY PAGE – ETPA HOLDING B.V.



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Attachment 1
Contact Details New NEMOs



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